

AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of OCTOBER, 2002, by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and the Tallahassee Senior Citizens Foundation ("Grantee").

WHEREAS, Leon County, by and through its Board of County Commissioners, at its final public hearing on the fiscal year 2002-2003 budget on the 24th day of September, 2002 approved a disbursement of \$50,000.00 out of the County's General Funds effective October 1, 2002 for the following reason(s):

1. To employ a County Elder Ready/Senior Services position to work under contract with the Executive Director of the Tallahassee Senior Citizens Foundation to promote and improve Leon County's services to seniors and their caregivers in a variety of quality of life projects, service and programs.
2. To establish access to and affiliation with an established, nationally accredited senior program and a network of service delivery to well seniors, seniors with limited resources, seniors with Alzheimer's disease, and caregivers of seniors.
3. To provide funding for respite services and training needs for senior caregivers.
4. To secure County representation on the Tallahassee Senior Citizen's Foundation Board of Directors.
5. To strengthen elder programs in the County and further coordination between the City and the County on senior projects (housing, Elder Ready Community Initiative, transportation, recreation, etc).

WHEREAS, the Grantee has on file with the Board of County Commissioners of Leon County a "Funding Request Application" dated the 1st day of October 2002, in which the Grantee set out and identified the activities which it would undertake as a community service and identified the person or persons responsible for overseeing and assuring that those services would be delivered, and;

WHEREAS, the Grantee is a not for profit organization (501c3); and

WHEREAS, the funding herein is not to be construed by the Grantee as a continuing obligation on the part of the County; and

WHEREAS, the parties are desirous of reducing their intention to writing:

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this Agreement do agree as follows:

1. The County hereby expresses its intent to disburse from its General Funds \$50,000.00 for the use and benefit of the Grantee to fund expenses as described in page 1, paragraph 2, numbers 1-5.

Notwithstanding the intention of the County to make this disbursement, the County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment to the Grantee at any time and for any reason.

2. The disbursement of funds by the County to the Grantee shall be disbursed semi-annually (October 2002/April 2003), after the Office of Management and Budget (OMB) receives an invoice for the services performed and is subject to funds being appropriated effective October 1, 2002.
3. The Grantee will provide the County with a semi-annual status report on meeting program objectives no later than the 15th working day after March 2002 and November 2002 for fiscal year 2002/03.
4. Prior to the release of funding in April, 2003, OMB shall review the first semi-annual report to determine whether adequate progress has been made towards reaching the objectives set forth in this contract.
5. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations and shall not expressly or implied represent to any party that Grantee and County are partners or that Grantee is the agent or representative of County.
6. The Grantee will comply with all applicable laws, ordinances, and regulations governing their operations.
7. In the event the County makes the disbursement, the Grantee shall maintain and keep any and all records necessary to substantiate that the Grantee has expended funds consistent with the activities as set out in its "Funding Request Application."
8. The Grantee shall produce to the County upon request any and all records that the County may direct to determine that the monies distributed to it by the County are being spent in accordance with the "Funding Request Application."
9. The Grantee shall conduct its funded activities in such a manner as to provide for nondiscrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, or political affiliation or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act, and the American Disabilities Act of 1990.
10. The Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County may at its option, defend itself or allow the Grantee to provide the defense.

11. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands this 24th day of October, 2002.



LEON COUNTY, FLORIDA

BY:

[Signature]
Dan Winchester, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Circuit Court
Leon County, Florida

By: [Signature]

Approved as to Form:

By: [Signature]

Herbert W. A. Thiele, Esq.
County Attorney

Tallahassee Senior Citizens Foundation
Name of Organization

By: [Signature]

As Its: Executive Director

Attest: [Signature]

As Its: Administrative Specialist